
State:	Arkansas	Filing Company:	Transamerica Life Insurance Company
TOI/Sub-TOI:	H02G Group Health - Accident Only/H02G.000 Health - Accident Only		
Product Name:	Group AD		
Project Name/Number:	Transamerica Life Group Insurance Trust /H009-AR-TGIT-GA		

Filing at a Glance

Company:	Transamerica Life Insurance Company
Product Name:	Group AD
State:	Arkansas
TOI:	H02G Group Health - Accident Only
Sub-TOI:	H02G.000 Health - Accident Only
Filing Type:	Form
Date Submitted:	01/17/2013
SERFF Tr Num:	AEGB-128852578
SERFF Status:	Closed-Approved
State Tr Num:	
State Status:	Approved-Closed
Co Tr Num:	

Implementation	On Approval
Date Requested:	
Author(s):	Cathy Wynn
Reviewer(s):	Donna Lambert (primary)
Disposition Date:	01/18/2013
Disposition Status:	Approved
Implementation Date:	

State Filing Description:

State:	Arkansas	Filing Company:	Transamerica Life Insurance Company
TOI/Sub-TOI:	H02G Group Health - Accident Only/H02G.000 Health - Accident Only		
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General Information

Project Name: Transamerica Life Group Insurance Trust	Status of Filing in Domicile: Not Filed
Project Number: H009-AR-TGIT-GA	Date Approved in Domicile:
Requested Filing Mode: Informational	Domicile Status Comments:
Explanation for Combination/Other:	Market Type: Group
Submission Type: New Submission	Group Market Size: Small and Large
Group Market Type: Trust	Overall Rate Impact:
Filing Status Changed: 01/18/2013	
State Status Changed: 01/18/2013	Deemer Date:
Created By: Cathy Wynn	Submitted By: Cathy Wynn
Corresponding Filing Tracking Number: 3Y001008	

Filing Description:

RE: Informational Trust Group Filing for Transamerica Life Group Insurance Trust (TLGIT)

We are submitting this filing on an informational basis. The master policy will be issued to the Trustees of TLGIT for its participants, effective upon approval.

The certificate form GC560 et al was approved by your Department on July 14, 2011.

The group definition is as follows:

Any persons (or spouses of any persons) who are currently or formerly insured under any Transamerica Life Insurance Company individual or group policy, or any persons who have inquired about such plans are eligible.

Company and Contact

Filing Contact Information

Cathy Wynn,	Cathy.Wynn@transamerica.com
2839 Paces Ferry Road	678-402-2404 [Phone]
Suite 750	
Atlanta, GA 30339	

Filing Company Information

Transamerica Life Insurance Company	CoCode: 86231	State of Domicile: Iowa
4333 Edgewood Road, NE	Group Code: 468	Company Type:
Cedar Rapids, IA 52499	Group Name:	State ID Number:
(319) 355-7888 ext. [Phone]	FEIN Number: 39-0989781	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No

SERFF Tracking #: AEGB-128852578

State Tracking #:

Company Tracking #:

State: Arkansas **Filing Company:** Transamerica Life Insurance Company
TOI/Sub-TOI: H02G Group Health - Accident Only/H02G.000 Health - Accident Only
Product Name: Group AD
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Fee Explanation:

Per Company: No

Company	Amount	Date Processed	Transaction #
Transamerica Life Insurance Company	\$50.00	01/17/2013	66659413

SERFF Tracking #:	AEGB-128852578	State Tracking #:	Company Tracking #:
State:	Arkansas	Filing Company:	Transamerica Life Insurance Company
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Donna Lambert	01/18/2013	01/18/2013

SERFF Tracking #:	AEGB-128852578	State Tracking #:	Company Tracking #:
State:	Arkansas	Filing Company:	Transamerica Life Insurance Company
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Disposition

Disposition Date: 01/18/2013

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved	Yes
Supporting Document	Application	Approved	Yes
Supporting Document	TLGIT Trust Agreement	Approved	Yes

SERFF Tracking #:	AEGB-128852578	State Tracking #:	Company Tracking #:
State:	Arkansas	Filing Company:	Transamerica Life Insurance Company
TOI/Sub-TOI:	H02G Group Health - Accident Only/H02G.000 Health - Accident Only		
Product Name:	Group AD		
Project Name/Number:	Transamerica Life Group Insurance Trust /H009-AR-TGIT-GA		

Supporting Document Schedules

		Item Status:	Status Date:
Bypassed - Item:	Flesch Certification	Approved	01/18/2013
Bypass Reason:	Not Applicable		
		Item Status:	Status Date:
Bypassed - Item:	Application	Approved	01/18/2013
Bypass Reason:	Not Applicable		
		Item Status:	Status Date:
Satisfied - Item:	TLGIT Trust Agreement	Approved	01/18/2013
Comments:			
Attachment(s):			
TGLIT Trust - Signed 2012.pdf			

AGREEMENT AND DECLARATION OF TRUST
TRANSAMERICA LIFE GROUP INSURANCE TRUST

THIS AGREEMENT AND DECLARATION OF TRUST, effective August 1, 2012, (this "**Agreement**") is made between First Trust of MidAmerica, with trust powers in the State of Missouri, hereinafter referred to as (the "**Trustee**"), AEGON Direct Marketing Services, Inc., a Maryland corporation, hereinafter referred to as (the "**Administrator**"), and Transamerica Life Insurance Company (the "**Settlor**"), an Iowa corporation, who by mutual consent wish to establish this Trust known as the Transamerica Life Group Insurance Trust, and

WHEREAS, the Settlor wishes to make available to the Participants and their insured members and dependents certain insurance benefits,

WHEREAS, the Trustee is willing to hold insurance policies as assets of the Trust for the forgoing purposes,

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual covenants of the parties and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that the Trust Agreement is amended and restated as follows:

**ARTICLE I:
DEFINITIONS**

Section 1. **AGREEMENT.** The term "Agreement" as used herein, shall mean this instrument including any amendments and modifications hereof.

Section 2. **PARTICIPANTS.** The term "Participants" hereunder shall be those entities who shall agree in writing to be bound by the provisions of this Agreement on behalf of its insured members and their dependents who shall be approved for insurance coverage by the Insurer(s) or such other entities so designated by the Settlor as listed in Exhibit A to the Trust as said Exhibit may be amended from time to time.

Section 3. **MASTER POLICY(IES)** means any group policy(ies) of life, accident and health insurance, including any riders, endorsements or amendments thereto, delivered to the Trustee, as the holder of the Master Policy(ies) which provide life, and accident and health coverage to Eligible Individuals.

Section 4. **TRUSTEE.** The term "Trustee" shall mean the Trustee designated in this Agreement together with its successors designated in the manner hereinafter provided.

Section 5. **ADMINISTRATOR.** The term "Administrator" as used herein shall mean the entity or entities so designated by the Settlor or any successor thereto who will handle the day to day administration of the insurance programs.

Section 6. **INSURER(S).** The term "Insurer(s)" shall mean any issuer(s), or its successor(s), of a Master Policy (ies) to the Trust as listed in Exhibit B, as such Exhibit may be amended from time to time.

Section 7. TRUST ASSETS. The term "Trust Assets" shall mean all Master Policies held by the Trustee pursuant to this Agreement.

ARTICLE II: THE TRUST

Section 1. APPLICATION FOR POLICIES. The Trustee agrees to apply for, on behalf of the Trust, the Master Policies naming the Trust as policyholder for the insurance coverages.

Section 2. PURPOSE OF TRUST. The Trust is established and to be utilized for the exclusive benefit of the insured members and their eligible dependents for any and all of the insurance coverages provided hereunder or hereafter provided.

Section 3. TITLE TO THE TRUST ASSETS. The title to the Trust Assets shall be vested exclusively in the Trustee. The Trust Assets shall not be subject to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge by a Participant and any attempt to make it so subject shall be void. No Participant shall have the right to receive any portion of the Trust Assets other than to the extent that he qualifies for benefits in accordance with the terms of the group insurance policy or policies.

Section 4. SITUS OF THE TRUST ASSETS. This Trust is accepted by the Trustee in Missouri and all questions pertaining to its validity, construction and administration shall be determined in accordance with the applicable laws of that jurisdiction.

Section 5. NAME OF THE TRUST. The Trust may be referred to as TRANSAMERICA LIFE GROUP INSURANCE TRUST and the Trustee may conduct the business of the Trust and execute all instruments in that name.

ARTICLE III PARTICIPATION UNDER THE TRUST

Section 1. ELIGIBILITY. The Administrator shall have the authority to determine the applicable eligibility requirements with respect to Eligible Individuals under the Master Policy(ies) in compliance with law

Section 2. CONTINUANCE OF PARTICIPATION IN THE TRUST. An insured member of the Trust who becomes insured under a group policy or policies in accordance with the provisions thereof shall continue to participate in the Trust so long as such individual insured member shall perform this or her obligations hereunder, or until such insurance has been terminated or the individual insured no longer continues to meet the provisions for participation.

Section 3. WITHDRAWAL OF PARTICIPATION. Any individual insured may withdraw from the Trust Fund/Insurance Fund as of any premium due date of the group insurance policy or policies. The withdrawal of a Participant shall be deemed to automatically release the Trustee and any Insurer designated under this Agreement from any and all rights or claims whatsoever which such withdrawing Participant might be deemed to have against such parties. Nothing herein shall preclude any Participants, insured members or dependents from exercising any rights with respect to converting to an individual coverage any group insurance coverage, provided the group master policy permits such extension.

ARTICLE VI
POWERS AND DUTIES OF SETTLOR AND ADMINSTRATOR

Section 1. SETTLOR. The Settlor shall, in addition to the powers conferred upon it, either expressly by, or by necessary implication of, the other provisions of this Agreement, have such other powers, not inconsistent with law or equity, as may be necessary and proper to attain the objectives of this Agreement. The Settlor's responsibilities shall include without limitation:

- a. designating the Policies and Insurers to provide insurance benefits under this agreement;
- b. selecting the Administrator(s) to handle the administrative functions for the Policies;
- c. making such representations and indemnifications and other such documentation as necessary to conform to the requirements of this Agreement; and
- d. amending or terminating the Trust in accordance with the terms of this Agreement.

Section 2. ADMINISTRATOR. The Settlor, may at any time and from time to time, appoint such person, firm or corporation, including the Insurer and/or the Settlor, as may be deemed acceptable, to be the Administrator of the insurance programs. The Administrator so designated shall have such responsibilities as may be determined by the Settlor, which responsibilities may include the following and such other as may be agreeable to the Settlor and the Administrator:

- a. To coordinate the enrollment of all insureds under programs offered under this Agreement or the Trust;
- b. To administer all billings, collections, disbursements of funds and records of contribution to the various programs under the Trust;
- c. To handle the calculation of payment formulas;
- d. To maintain the eligibility records and any other records pertinent to the Trust Fund and to determine all of the terms and conditions which the Group Policy or Policies shall provide with respect to the eligibility of each person requesting such coverage;
- e. To promote the programs of the Trust Assets and actively solicit additional potential participants, provided that no such Administrator shall be permitted to cause to be published any promotional material bearing the name of the Trustee or Insurance Company without first having obtained the written permission of the Trustee or the Insurance Company to do so, but nothing herein contained shall be so construed as to require the Trustee to provide any promotional services whatsoever;
- f. To collect premium from the insured participants; and
- g. To handle any and all other responsibilities set forth in writing between the Administrator and Insurance Company.

ARTICLE VII
TRUSTEE'S POWER: RESIGNATION & REMOVAL, ETC

Section 1. POWERS OF THE TRUSTEE. The Trustee shall in addition to the powers conferred upon it, either expressly by, or by necessary implication of, the other provisions of this Agreement, have such other powers, not inconsistent with law or equity, as may be necessary and proper to attain the objectives of this Agreement.

Section 2. RESIGNATION AND A SUCCESSOR TRUSTEE. The Trustee hereunder may resign by mailing a written notice of its resignation to the Settlor. In the event of such resignation, the Settlor shall nominate and approve as its successor Trustee a bank or trust company which has a principal office in Missouri and is authorized by law to exercise trust powers. Upon the acceptance of such appointment by such bank or trust company and approval by Settlor, and upon the delivery of the Trust Assets to such successor Trustee, the resignation of such Trustee shall become effective and the Trustee shall be discharged of the trust created by this Agreement.

Section 3. REMOVAL. A Trustee may be removed from office at any time by an instrument in writing authorized by the Settlor. Such removal shall become effective upon the date designated in said written notice.

Section 4. SURRENDER OF BOOKS AND RECORDS, ETC. A retiring Trustee shall surrender to the successor Trustee at the place of business of the Trust Assets all records, books documents, monies and other properties in its possession which are held by the Trustee for, or incident to, the fulfillment of this Agreement and the administration of the Trust Assets if the Trustee was in any way responsible therefore.

Section 5. EXONERATION. The Trustee shall act hereunder only in a fiduciary capacity and shall not be liable in any other capacity for:

- a. Any obligation of the Trust Assets or any obligation incurred by the Trustee acting as Trustee; or
- b. Any action taken or omitted in good faith by such Trustee, or by legal counsel, auditor, clerical personnel, administrative personnel or other third party selected by the Trustee with reasonable care; or
- c. Any actions or omissions of the Insurers and/or the Administrator while acting on behalf of the Trustee in the performance of any of the administrative functions permitted by this Agreement.

The Settlor shall indemnify, protect and hold harmless the Trustee from and against any and all costs, expenses, damages, liabilities and claims, including reasonable attorney's fees, to which the Trustee may be subjected to or by reason of any actions taken or omitted in its official capacity in meeting or having met its obligations under this Agreement. The Settlor, acting through the Administrator as may be necessary, shall also obtain an indemnification of the Trustee from the Insurers against any and all expenses, costs and attorney's fees relating to the Trustee's performance of its obligations under this Agreement. This provision shall survive the termination of this Agreement.

Section 6. THIRD PARTIES. A third party dealing with the Trustee may conclusively presume that any exercise of powers by the Trustee is in accordance with the provisions of this Agreement. The responsibility of a third party shall be limited to the terms of its agreements with the Trustee.

Section 7. COMPENSATION AND EXPENSES. The Trustee shall be entitled to reasonable compensation as agreed upon by the Trustee and the Administrator, unless such fees are paid by the Settlor to the extent not paid by the Administrator.

ARTICLE VIII
LIABILITY OF ADMINSTRATOR AND TRUSTEE

Section 1. **LIABILITY.** The Administrator and Trustee shall perform all of their required duties in a prudent manner. Except for gross negligence, willful misconduct, or willful breach of this Trust, the Administrator and/or Trustee and their employees shall incur no liability for any acts or for any failure to act when done in good faith.

The Administrator and Trustee shall be liable only for the safeguarding and administration of the policy or policies and the Trust Fund and Insurance Fund in accordance with the provisions of this Agreement and any amendments hereto, and the duties and responsibilities of the Administrator and Trustee shall be in accordance with the provisions of this Agreement and any amendments hereto.

The Administrator and Trustee may consult with and rely on the advice of counsel, and they shall not be liable because of any action taken, suffered or omitted in good faith in accordance with the opinion of such counsel.

ARTICLE IX
AMENDMENTS

Section 1. **RIGHT TO AMEND.** The Trustee and Settlor shall be empowered conclusively to resolve any ambiguity and to correct any error in this Agreement, and to amend this Agreement in any respect if they deem such amendment to be necessary or advisable; provided, however, that no such amendment or alteration shall result in any part of the Trust Assets being used for or directed to purposes other than for the exclusive benefit of any one Participant.

Section 2. **NOTIFICATION TO INSURERS.** The Settlor shall promptly notify the Insurers of any amendments to this Agreement that may affect such parties.

ARTICLE X
TERMINATION OF TRUST

Section 1. **TERMINATION OF TRUST.** The parties to this Agreement contemplate that it will continue in effect indefinitely. The Settlor may, at any time, terminate the Trust by written notice to the Trustee.

Section 2. **PROCEDURE UPON TERMINATION.** In the event that this Trust shall be for any reason terminate, the Administrator shall apply the Insurance Fund than remaining as follows:

- a. To the payment of the Trustee's costs, expenses and compensation to the extent allowable by this Agreement.
- b. To the application of the purposes of this Trust, which may be towards keeping in force the policy or policies held at termination for such a period as the benefit contribution will allow.

ARTICLE XI
MISCELLANEOUS PROVISIONS

Section 1. FURNISHING INFORMATION. The Participants, eligible insured members, dependents and beneficiaries shall furnish to the Administrator and the Insurer such records and any other information that the Administrator or the Trustee or the Insurer or other carriers of any policy or policies may require in connection with the administration of the Trust, the Insurance Fund and policy or policies.

Section 2. LIBERAL INTERPRETATIONS. The provisions in this Agreement shall be liberally construed in order to promote and effectuate the establishment and operation of the benefit program herein contemplated.

Section 3. SEVERABILITY. In the event that any provision of this Agreement shall be held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions of this Agreement; and the provisions or provision held illegal or invalid shall be fully severable and the Agreement shall be construed and enforce as if said illegal or invalid provisions had, never been inserted herein.

Section 4. HEADINGS AND SUBHEADINGS. The headings and subheadings in this Agreement are inserted for the convenience of reference only and are not be ignored in any construction of the provisions thereof.

Section 5. DUTIES AND OBLIGATIONS OF TRUSTEE ARE LIMITED. The duties and obligations of the Trustee hereunder shall be determined solely by the express provisions of this Agreement, and the Trustee shall not have nay implied duties or obligations.

Section 6. RELIANCE UPON INSTRUMENTS AND DOCUMENTS. The Trustee, the Administrator and Insurance Company may rely upon any instrument, document or other writing believed by them to be genuine and to have been executed and delivered by an authorized person, or upon the opinion of counsel or other skilled person, and shall be wholly protected in acting or omitting to act in reliance thereof.

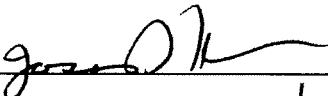
Section 7. TRUSTEE'S FINANCIAL LIABILITY. The Trustee shall not be required to expend or risk its own funds, or to incur personal financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights or powers, or to bring or defend any proceeding. Any advances made by the Trustee at any time shall constitute prior liens upon the Trust Fund.

Section 8. NO REPRESENTATIONS MADE BY TRUSTEE. The Trustee makes no representation or warranties with respect to the legality, genuiness, validity, or enforceability of any Policy held by it or any provisions herein, or as to its meaning or interpretation, either generally or with respect to any insured and shall not be liable for any loss suffered by any person.

Section 9. TRUSTEE NO AGENT. The Trustee shall not be deemed at any time to be acting as insurance agent or broker, or as agent of insurance.

IN WITNESS WHEREOF, the undersigned do hereby set their hands and seals as of the date first above written.

TRUSTEE: FIRST TRUST OF MIDAMERICA

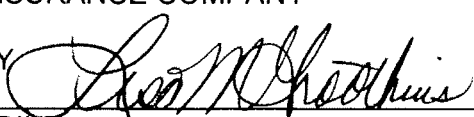
BY 

PRINT Joseph Hodel

ITS vice-president

DATE 9-10-12

SETTLOR: TRANSAMERICA LIFE
INSURANCE COMPANY

BY 

PRINT Lisa Groothuis

ITS Director

DATE 9/5/2012

EXHIBIT A
PARTICIPANTS

EXHIBIT B

INSURERS

Insurer (s): Monumental Life Insurance Company
Attn: Product Compliance
2700 West Plano Parkway
Plano, Texas 75075

Stonebridge Life Insurance Company
Attn: Product Compliance
2700 West Plano Parkway
Plano, Texas 75075

Stonebridge Casualty Insurance Company
Attn: Product Compliance
2700 West Plano Parkway
Plano, Texas 75075

Transamerica Life Insurance Company
Attn: Product Compliance
2700 West Plano Parkway
Plano, Texas 75075

Life Investors Insurance Company of America
Attn: Product Compliance
2700 West Plano Parkway
Plano, Texas 75075

Western Reserve Life Assurance Co. of Ohio
Attn: Product Compliance
2700 West Plano Parkway
Plano, Texas 75075

Transamerica Occidental Life Insurance Company
Attn: Product Compliance
2700 West Plano Parkway
Plano, Texas 75075